

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 24	
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W52P1J-07-Q-0001	
6. Solicitation Issue Date 2007APR23		7. For Solicitation Information Call:		A. Name STEPHANIE MIGAWA		B. Telephone Number (No Collect Calls) (309) 782-3273	
8. Offer Due Date/Local Time 2007MAY24 12:00pm		9. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-M ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 e-mail: STEPHANIE.MIGAWA@US.ARMY.MIL		Code W52P1J		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted OR <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> 8(A) <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business NAICS: 325920 Size Standard:	
11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule		12. Discount Terms		13a. This Contract Is A Rated Order Under DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. Rating DOA6	
14. Method Of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		15. Deliver To SEE SCHEDULE		Code		16. Administered By SCD: PAS:	
17. Contractor/Offeror Code Facility		18a. Payment Will Be Made By Code		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum		17b. Check If Remittance Is Different And Put Such Address In Offer	
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)		21. Quantity		22. Unit	
23. Unit Price		24. Amount		25. Accounting And Appropriation Data		26. Total Award Amount (For Govt. Use Only)	
27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.		28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified.		29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: <input type="checkbox"/>	
30a. Signature Of Offeror/Contractor		31a. United States Of America (Signature Of Contracting Officer)		30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed	
31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed		Authorized For Local Reproduction Previous Edition Is Not Usable		Standard Form 1449 (Rev. 3/2005) Prescribed By GSA-FAR (48 CFR) 53.212	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account No.		39. S/R Voucher Number	40. Paid By		
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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SUPPLEMENTAL INFORMATION

The Government has a requirement to procure the following:

1. ITEM: AMMONIUM NITRATE 75%

NSN: 1375-01-494-9223 P/N 107310008-1
QTY: 4104 ea. 1 1/4" x 8" tube shell

The number of sticks shipped shall be the exact number specified in Section B. Each case shall contain 108 ea. Reference Section C for packaging specifications.

Each stick will be in a multy-ply paper tube shell. Both ends of each stick will be dipped in paraffin wax to seal against water intrusion. Each stick will be into a 4x10" or 5x12" zip lock MIL-B117H, Type II bag. Bagged sticks will be placed in boxes lined with heavy clear plastic.

Shipments will comply with the requirements of Title 49 CFR Section 173.56 (b)(2)(i) and to 11A-1-47. A copy of this classification documentation shall be included with shipments.

Include shipping charges and lead time for delivery.

FOB Origin. Acceptance and Inspection at Destination, to include count.

Contractor will not utilize the Material and Inspection and Receiving report for acceptance and invoicing. Contractor is required to invoice in Wide Area Workflow (<https://wawf.eb.mil>) using option entitled "Invoice" and provide proof of delivery for payment purposes. Fast pay procedures apply.

Delivery due 60 days from receipt of order; earlier delivery is acceptable at no additional cost to the government.

2. ITEM: DYNAMITE, NITROGLYCERINE (NG)

NSN: 1375-00-096-3095
QTY: 1122 ea. 1 1/4" x 8" sticks

The number of sticks shipped shall be the exact number specified in Section B. Each case shall contain 102 ea. Reference Section C for packaging specifications.

Each stick will be in a multy-ply paper tube shell. Both ends of each stick will be dipped in paraffin wax to seal against water intrusion. Each stick will be into a 4x10" or 5x12" zip lock MIL-B117H, Type II bag. Bagged sticks will be placed in boxes lined with heavy clear plastic.

Shipments will comply with the requirements of Title 49 CFR Section 173.56 (b)(2)(i) and to 11A-1-47. A copy of this classification documentation shall be with shipments.

Include shipping charges and lead time for delivery.

FOB Origin. Acceptance and Inspection at Destination, to include count.

Contractor will not utilize the Material and Inspection and Receiving report for acceptance and invoicing. Contractor is required to invoice in Wide Area Workflow (<https://wawf.eb.mil>) using option entitled "Invoice" and provide proof of delivery for payment purposes. Fast pay procedures apply.

Delivery due 60 days from receipt of order; earlier delivery is acceptable at no additional cost to the Government.

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*** END OF NARRATIVE A 0001 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005

(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, AMSJM-CDA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

2	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
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(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
1001	NSN: 1375-01-494-9223 FSCM: 1D557 PART NR: DN107310008-1 SECURITY CLASS: Unclassified				
1001AA	<u>PRODUCTION QUANTITY</u> NOUN: DYNAMITE 75% AMMONIUM NITRATE PRON: W16A0V524I PRON AMD: 03 AMS CD: 41472790026 CUSTOMER ORDER NO: MIPR6MXXR3R770 TAC: AE*F (* refers to FY shipped) (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W81YWB6265A601 W44XMF J 2 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 2,916 0060 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000	2916	EA	\$ _____	\$ _____
1001AB	<u>PRODUCTION QUANTITY</u> NOUN: DYNAMITE 75% AMMONIUM NITRATE PRON: U17A0K394I PRON AMD: 01 AMS CD: 41500684031 CUSTOMER ORDER NO: FD20200717101 MORD: F2DCAE6306MP03 AE / LLOA: 5773011 H87 47E3 355450 000190 00000 000000 503000 F03000 (End of narrative B001)	3456	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 FW202670112066 W44XMF L 3 DEL REL CD QUANTITY DAYS AFTER AWARD 001 3,456 0060 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000				
1002	NSN: 1375-00-096-3095 FSCM: 19203 PART NR: R70JA SECURITY CLASS: Unclassified				
1002AA	<u>PRODUCTION QUANTITY</u> NOUN: DYNAMITE NITROGLYCERIN (NG) PRON: W16A0V474I PRON AMD: 03 AMS CD: 41472790026 CUSTOMER ORDER NO: MIPR6MXXR3R771 TAC: AE*F (* refers to FY shipped) (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP_CD 001 W81YWB6265A600 W44XMF J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 2,040 0060	2040	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: DYNAMITE NITROGLYCERIN (NG) PRON: U17A0K384I PRON AMD: 02 AMS CD: 41500684031 CUSTOMER ORDER NO: FD20200717100</p> <p>MORD: F2DCAE6306MP03 AE / LLOA: 5773011 H87 47E3 355450 000190 00000 000000 503000 F03000</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FW202670082053 W44XMF L 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 510 0060</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF) XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER OK 74501-5000</p>	510	EA	\$ _____	\$ _____

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

3 52.247-4503 STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS MAR/2004
LOCAL

Supplies procured under this contract are identified as Sensitive Category II, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCNUS procurements.

(End of statement of work)

(CS6101)

4 52.246-4536 STATEMENT OF WORK - 2-D BAR CODING VERIFICATION JUL/2005
LOCAL

(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to HQ, US Army Joint Munitions Command, 1 Rock Island Arsenal, ATTN: AMSJM-QAP, Rock Island, IL 61299-6500 to be read by a High Performance Bar Code Verification system.

(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.

(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

5 52.211-4508 PACKAGING REQUIREMENTS JUL/1997
LOCAL

Packaging shall be in accordance with the following: The contractor is responsible to develop packaging in accordance with the Code of Federal Regulations (CFR) 49, Parts 100 - 180. Preservation, packaging, packing, unitization and marking furnished by the contractor shall provide protection for a minimum of one year. Packaging of hazardous materials shall comply with all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container

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Name of Offeror or Contractor:

certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180.

Each stick will be in a multy-ply paper tube shell. Both ends of each stick will be dipped in paraffin wax to seal against water intrusion. Each stick will be into a 4x10" or 5x12" zip lock MIL-B117H, Type II bag. Bagged sticks will be placed in boxes lined with heavy clear plastic.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with MIL-STD-129, REV P, WITH CHANGE NOTICE 3, DATED 29 OCT 2004. 2-D bar code marking is required on the outer shipping container and the palletized load.

EXCEPTION:

QUANTITY PER SHIPPING CONTAINER:

Dynamite, Ammonium Nitrate (75%): The outer shipping container shall hold 108 sticks.

Dynamite, Nitroglycerin (40%): The outer shipping container shall hold 102 sticks.

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested for compliance with UN POP requirements in accordance with Title 49 Code of Federal Regulations. All performance test requirements shall be supported by certificates and reports attesting to the date and the data results obtained from performance oriented packaging testing. The contractor, if not a selfcertifier, shall be responsible for assuring that third party sources providing performance testing services are in fact, registered with the Department of Transportation. All certificates and reports shall be available for inspection by authorized government representatives, for a period of three years. All exterior containers will be marked with the UN POP marking provided by the contractor in accordance with Title 49 Code of Federal Regulations and MIL-STD-I29, REV P, WITH CHANGE NOTICE 3, DATED 29 OCT 2004.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking

(End of clause)

(DS6303)

6	52.247-4521 LOCAL	UNITIZATION/PALLETIZATION	MAR/1988
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(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>

7	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
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DELIVERIES OR PERFORMANCE

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For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

8	52.247-29	F.O.B. ORIGIN	FEB/2006
9	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
10	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
11	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
12	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____(wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

13	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,

Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;

(iv) Number of items per container: _____ Each;

(v) Gross Weight of container and contents _____ Lbs;

(vi) Palletized/skidded ____Yes ____ No,

(vii) Number of containers per pallet/skid _____ ;

(viii) Weight of empty pallet bottom/skid and sides _____ Lbs;

(ix) Size of pallet/skid and contents _____ Lbs Cube ; _____

(x) Number of containers or pallets/skids per railcar _____*

Size of railcar _____

Type of railcar _____

(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____Ft

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Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

14	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

15	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	LOCAL		

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated

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point of contact.

(End of clause)

(FS7240)

16	52.247-4551 LOCAL	SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)	FEB/1996
<p>(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Burea of Explosives pamphlets may be procured from the Burea of Explosives, Association of American Railroads, 1920 L Street, Washington,D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).</p>			
<p>(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.</p>			
<p>(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.</p>			
<p>(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.</p>			
<p>(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.</p>			
(End of clause)			
(FS7007)			

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-07-Q-0001 MOD/AMD</p>	<p align="right">Page 12 of 24</p>
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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>

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52.223-3

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material

Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
 U.S. Army Field Support Command (AFSC)
 ATTN: AMSFS-SF
 Rock Island, IL 61299-6000

Commander
 U.S. Army Field Support Command (AFSC)
 ATTN: SJMFS-TD
 Rock Island, IL 61299-6000

Commander
 U.S. Army Joint Munitions Command (JMC)
 ATTN: AMSJM-CCA-M
 Rock Island, IL 61299-6000

Commander
 U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
 ATTN: AMSTA-AR-WEP-RP
 Rock Island, IL 61299-7630

(End of clause)

(HF6011)

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52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of clause)

(HS7600)

CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

19	52.203-3	GRATUITIES	APR/1984
20	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
21	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
22	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
23	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
24	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
25	52.212-4	CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	FEB/2007
26	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (NOV 2006) - ALTERNATE I	FEB/2000
27	52.213-1	FAST PAYMENT PROCEDURE	MAY/2006
28	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
29	52.232-1	PAYMENTS	APR/1984
30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
31	52.233-1	DISPUTES	JUL/2002
32	52.243-1	CHANGES - FIXED PRICE	AUG/1987
33	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
34	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
35	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
36	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
37	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
	DFARS		
38	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
39	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
	DFARS		

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
DYNAMITE, AMMONIUM NITRATE	1375-01-494-9223	II
DYNAMITE, NITROGLYCERINE	1375-00-096-3095	II

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Name of Offeror or Contractor:

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

(1) For the development, production, manufacture, or purchase of AA&E; or

(2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

40 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR NOV/2006
EXECUTIVE ORDERS-COMMERCIAL ITEMS --CLASS DEV 2001-00002

[Class Deviation- 2001-00002, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on May 1, 2004, and remains in effect until April 20, 2009, or until other wise rescinded. (2004-o0002)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause.

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep

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Name of Offeror or Contractor:

2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(IF7079)

41	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
	DFARS		

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

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Name of Offeror or Contractor:		

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

4252.201-4500AUTHORITY OF GOVERNMENT REPRESENTATIVEFEB/1993

LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	HAZARDOUS MATERIAL SHEET			
Attachment 002	MANDATORY USE OF ELECTRONIC MAIL			
Attachment 003	DEFENSE PRIORITY AND ALLOCATION SYSTEM			
Attachment 004	DISCLOSURE OF LOBBYING ACTIVITY			

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

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52.212-3

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS

NOV/2006

(a) Definitions. As used in this provision--

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offerors relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN:_____. * TIN has been applied for.* TIN is not required because:

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Name of Offeror or Contractor:

- * Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- * Offeror is an agency or instrumentality of a foreign government;
- * Offeror is an agency or instrumentality of the Federal Government;
- (4) Type of organization.
 - * Sole proprietorship;
 - * Partnership;
 - * Corporate entity (not tax-exempt);
 - * Corporate entity (tax-exempt);
 - * Government entity (Federal, State, or local);
 - * Foreign government;
 - * International organization per 26 CFR 1.6049-4;
 - * Other _____.
- (5) Common parent.
 - * Offeror is not owned or controlled by a common parent:
 - * Name and TIN of common parent:

Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it * is, * is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern. Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
 - (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.
 - (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
 - (A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
 - (B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<p><u>Number of Employees</u></p> <p>50 or fewer</p> <p>251-500</p> <p>501-750</p> <p>751-1,000</p> <p>1,001-2,000</p> <p>2,001-3,500</p> <p>3,501-5,000</p> <p>5,001-10,000</p> <p>10,001-17,000</p> <p>Over 17,000</p>	<p><u>Average Annual Gross Revenues</u></p> <p>\$1 million or less</p> <p>\$1,000,001-\$2 million</p> <p>\$2,000,001-\$3.5 million</p> <p>\$3,500,001-\$5 million</p> <p>\$5,000,001-\$10 million</p> <p>\$10,000,001-\$17 million</p> <p>Over \$17 million</p>
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(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program/Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

- (i) General. The offeror represents that either
 - (A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material

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change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms component, domestic end product, end product, foreign end product, and United States are defined in the clause of this solicitation entitled Buy American ActSupplies.

(2) Foreign End Products:

LINE ITEM NO.COUNTRY OF ORIGIN[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, component, domestic end product, end product, foreign end product, Free Trade Agreement country, and United States are defined in the clause of this solicitation entitled Buy American ActFree Trade AgreementsIsraeli Trade Act.

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled Buy American ActFree Trade AgreementsIsraeli Trade Act:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.COUNTRY OF ORIGIN[List as necessary]

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Name of Offeror or Contractor:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American ActFree Trade AgreementsIsraeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.COUNTRY OF ORIGIN[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American ActFree Trade AgreementsIsraeli Trade Act:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act``:

Canadian or Israeli End Products:

Line Item No.:Country of Origin:[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:Country of Origin:[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End ProductListed Countries of Origin:(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured outside the united States); or
- (2) ☐ Outside the United States.

(k)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at *HYPERLINK "http://orca.bpn.gov/"http://orca.bpn.gov .After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certificationsCommercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)

(KF7016)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

- | | | | |
|----|-------------|--|----------|
| 44 | 52.212-1 | INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS | SEP/2006 |
| 45 | 52.247-46 | SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS | APR/1984 |
| 46 | 52.212-4501 | ELECTRONIC AWARD NOTICE | APR/2001 |
- (a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- \~
- (b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.
- \~
- (c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

Vendors Electronic Mail Address: _____

(End of provision)

(LS7100)

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47 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS NOV/2005
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the ASC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the ASC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

48 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JCMCM-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of provision)

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(LS7010)

EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

49	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
50	52.247-4588 LOCAL	TRANSPORTATION EVALUATION	JAN/1995

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at the date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

FREIGHT CLASSIFICATION - NMFC: 064300

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

DESTINATION: MCALESTER

(d) Evaluation will include the quantities and sources of government furnished material listed below.

N/A

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)